The English case affirms the decision of the lower court discussed in 21 HARV. L. REV. 369. The question is now raised for the first time in this country by the New York case, which, in the consequent absence of authority, expressly defers to the above ruling by the House of Lords.

GIFTS — GIFTS INTER VIVOS — BANK ACCOUNT: INTENT TO MAKE PRESENT GIFT. — A deposited a sum of money in a savings bank and the following entry was made in the pass book: "A in case of death payable to B." A delivered the pass book to B and subsequently died. The bank filed a bill of interpleader, and B's claim of the deposit was denied on the ground that there had been no valid gift. *Held*, that there is not a valid gift to B. *Jones* v. *Crisp*, 71 Atl. 515 (Md.).

X deposited money in a savings bank in her own name. She lost her pass book, but obtained from the bank an order transferring the account to Y, which she indorsed and delivered to Y, stating that she gave this fund "subject to her own use during her lifetime." *Held*, that there is a valid gift to Y. *Candee* v. *Conn. Savings Bank*, 71 Atl. 551 (Conn.).

It is clearly settled law that a valid gift either *inter vivos* or *causa mortis* of a deposit in a savings bank may be made by a delivery of the pass book. *Camp's Appeal*, 36 Conn. 88; *Ridden* v. *Thrall*, 125 N. Y. 572. But there must be a clear intention on the part of the donor to relinquish immediately to the donee all control over the fund. *Bath Savings Institution* v. *Fogg*, 101 Me. 188. Thus, where A had a deposit put in the names of A and B, there was held to be no gift, since A would retain control during his life. *Schippers* v. *Kempkes*, 67 Atl. 74 (N. J.). The decision in the first case under consideration that there was no gift is therefore clearly correct, since, by the express terms of the deposit, B was to get no rights until A's death. And as a testamentary disposition such a gift is invalid under the statute of wills. *Augusta Savings Bank* v. *Fogg*, 82 Me. 538. But in the second case there was no attempt to make a testamentary disposition, and the reservation of a use for life, while it may presumptively, does not conclusively, negative an intent to make an absolute gift *in praesenti*. *Bone* v. *Holmes*, 195 Mass. 495.

GUARDIAN AND WARD — OPPOSITION OF WARD NO BAR TO ACTION BY GUARDIAN. — An infant sold personal property to the defendant. His guardian, against the infant's wishes, brought suit to recover possession of the property. *Held*, that the ward's opposition is no defense to the action. *Hughes* v. *Murphy*, 63 S. E. 231 (Ga., Ct. of App., Dec. 22, 1908).

The courts differ as to the guardian's right to his ward's real estate, some holding that he is entitled to the possession, others that he can only have the rents and profits. *Matter of Hynes*, 105 N. Y. 560; *Muller* v. *Benner*, 69 Ill. 108. But in most states either by statute or by common law he is entitled to the possession of his ward's personalty. *Walker* v. *Watson*, 32 Ga. 264. At common law an infant could only sue by next friend, but many statutes allow the guardian to sue without an appointment by the court as next friend. *Hutton* v. *Williams*, 35 Ala. 503. It follows that he can bring action for the possession of the ward's personal property. *Boruff* v. *Stipp*, 126 Ind. 32. A new promise by the guardian will revive a debt of his ward barred by the Statute of Limitations, when a promise by the ward will have no effect. *Manson* v. *Felton*, 30 Mass. 206. And a conveyance by the ward is no defense to an action for possession by the guardian. *Freeman* v. *Bradford*, 5 Port. (Ala.) 270. Since the reason for appointing a guardian is to substitute the discretion of an adult for that of an infant, the principal case seems rightly decided.

ILLEGAL CONTRACTS — CONTRACTS COLLATERALLY RELATED TO SOMETHING ILLEGAL OR IMMORAL — ACTION FOR GOODS SOLD IN FURTHERANCE OF AN ILLEGAL AGREEMENT. — The plaintiff corporation was formed in violation of the anti-trust laws, and made an unlawful agreement with the defendant to sell it all the paper required by defendant at specified prices. Accordingly,

the plaintiff made several sales to the defendant and sued for the balance of the price, on an account stated. *Held*, that the plaintiff may not recover. *Continental Wall Paper Co.* v. *Voight & Sons Co.*, U. S. Sup. Ct., Feb. 1, 1909. See NOTES, p. 435.

INSURANCE — MARINE INSURANCE — MEANING OF "PIRACY" IN POLICY. — Supplies for the plaintiff government, which were insured under a marine policy covering the risk of loss from piracy, were illegally taken by insurgents who, though not politically organized, were attempting to set up an independent government in Bolivian territory. *Held*, that this is not a loss by "piracy" within the meaning of the policy. *Republic of Bolivia* v. *Indemnity, etc., Assurance Co. Ltd.*, 126 L. T. 302 (Eng., Ct. App., Jan. 1909).

Piracy has usually been considered as robbery within the jurisdiction of the admiralty. See *Rex* v. *Dawson*, 13 St. Tr. 454. And depredating on the high seas without authority from any sovereign power is piracy by the law of nations, war being sanctioned among sovereign powers only. *The Ambrose Light*, 25 Fed. 408. However, a capture by a regularly organized *de facto* government, engaged in open and actual war against its enemy, and against its enemy only, is not piracy. *Mauran* v. *Insurance Co.*, 6 Wall. (U. S.) 1. But see *Dole* v. *Merchants', etc., Insurance Co.*, 51 Me. 465. Likewise vessels engaged in hostilities under an unrecognized government that has been treated as a belligerent are not pirates. *United States* v. *Palmer*, 3 Wheat. (U. S.) 610. According to the law of nations, there seems to have been a loss by piracy in the principal case. The court admitted this; but held, however, that the meaning of the word "piracy" in an insurance policy must be based on the popular understanding — that is, that a pirate is one who plunders indiscriminately for his own ends. See *Davison* v. *Seal-skins*, 2 Paine (U. S.) 333. This, it is true, seems to be the natural meaning of the word in a document used by business men for business purposes. See HALL, INTERNATIONAL LAW, 5 ed., 262.

INTERSTATE COMMERCE — CONTROL BY STATES — GENERAL DISCUSSION OF LIMITS. — A railroad refused to haul the plaintiff's cars from an adjoining railroad to a near-by town, although this service was performed for other mill owners. The plaintiff brought *mandamus* in a state court. *Held*, that the state court has jurisdiction. *Mo. P. R. R.* v. *Larabee Flour Mills*, 29 Sup. Ct. Rep. 214 (Jan. 11, 1909). See NOTES, p. 437.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — AGENT SELLING FOREIGN OWNED GOODS. — A city ordinance imposed a license tax upon persons soliciting orders for the sale of goods at retail. The defendant solicited orders by samples, sent the orders to his principal in another state and on approval of the orders received the goods, delivered them to purchasers and collected the price. *Held*, that the fact that the defendant was agent both to solicit orders and to deliver the goods and collect the price does not prevent the transaction from being interstate commerce. *City of Kinsley* v. *Dyerly*, 98 Pac. 228 (Kan.).

"The negotiation of sales of goods which are in another state for the purpose of introducing them into the state in which the negotiation is made is interstate commerce." *Robbins* v. *Shelby Co. Taxing District*, 120 U. S. 489. It is the transportation of goods from one state into another which gives a transaction interstate character, and a contract which is a necessary incident of such transportation is exclusively within federal control. A tax on the privilege of selling is a tax on the goods themselves. *American Fertilizing Co.* v. *Board of Agriculture*, 43 Fed. 609. The right to sell implies a right to sell through agents, and a local tax upon agents soliciting orders for a non-resident principal is invalid. *Asher* v. *Texas*, 128 U. S. 129. The right to sell further implies a right to deliver and collect the price. Hence an agent of a non-resident for this purpose is not subject to a local tax even though the goods are shipped to him in bulk. *Caldwell* v. *North Carolina*, 187 U. S. 622. Such a restriction is no